

## 1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

### **Annex 1: Processing, Personal Data and Data Subjects**

- (1) The contact details of the Contracting Authority Data Protection Officer are: David Hyett - [dataprotection@ukri.org](mailto:dataprotection@ukri.org)
- (2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: To be completed by the Contractor
- (3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.
- (4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	As part of the Evaluation for Healthy Ageing, personal data will be made available to the successful bidder by UKRI. This will enable the supplier to reach out to our successful grant awardees and other stakeholders integral to the delivery of the programme to further the development of their reports.
Duration of the processing	01/09/2020 - 29/03/2024.
Nature and purposes of the processing	The personal data handled in this contract will be to further the data collection directly from grant applicants, team members, staff etc. to enable deeper analysis of the Healthy Ageing landscape and processes. The supplier may choose to contact the individuals directly for interviews, look to surveys or questionnaires or other means available to them to enable a deeper understanding and to provide a

	<p>more meaningful report. There is no requirement on the data subject to comply with any requests our suppliers make.</p> <p>Personal data will be available through a UKRI owned platform (e.g. SharePoint) with external access given to the supplier to avoid personal data being shared via email.</p>
Type of Personal Data	Name, work address, work email, telephone number.
Categories of Data Subject	<p>Staff (including volunteers, agents, temporary workers, Programme Board members and advisory group members)</p> <p>Grant awardees / staff of funded organisations</p> <p>Partners of funded organisations (hub+ industry partners)</p> <p>Unsuccessful grant applicants</p> <p>ISCF Healthy Ageing interest list</p> <p>Government departments staff with an interest/stake in Healthy Ageing.</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	Data may be retained for a period of up to 3 years following the end of the contract for the sole purpose of any ongoing evaluation activity. Data is then to be returned to Innovate UK as appropriate, or securely destroyed with evidence of destruction provided.

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority

The Contracting Authority will be relying on consent as the relevant legal basis of processing. The Supplier will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative, informed, freely given and unambiguous consent, which requires a positive 'opt-in.' the Supplier will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.

## 2. Cyber Security

In line with [HM Government's Cyber Essentials Scheme](#), the Supplier will hold valid Cyber Essentials certification OR Cyber Essentials Plus by the time of contract award. Evidence of the certification must be provided to the Contracting Authority in order for the contract to be awarded.

Evidence of renewal of certification must then be provided to the Contracting Authority on each anniversary of the first applicable certificate obtained by the Supplier for the duration of the

Contract. In the event the Supplier fails to comply, the Contracting Authority reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Supplier already holds ISO27001 accreditation (or equivalent), no further Cyber Essentials certification will be necessary provided that the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

### **3. GDPR Questionnaire**

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance  
Questionnaire May1